

REMARKS

Applicant submits this Amendment in response to the final Office Action mailed on August 28, 2007. Claims 1, 4-12, 15, 16, 37, 40-51, 53, 54, 75-86, 89, and 90 are hereby amended, and claims 36, 74, and 109 are canceled. Claims 1-17, 37-55, and 75-91 are presented for further consideration, with claims 18-35, 56-73, and 92-108 having been withdrawn from consideration.

Applicant thanks the Examiner for discussing the application during a telephone interview on November 13, 2007. The substance of the interview is summarized in the Interview Summary mailed November 19, 2007.

In the final Office Action, the Examiner rejected claims 1-14, 17, 36-52, 55, 74-88, 91, and 109 under 35 U.S.C. § 102(e) as allegedly being anticipated by Lilly et al. (U.S. Patent Application Publication No. 2002/0156723) ("Lilly"), and rejected claims 15, 16, 53, 54, 89, and 90 under 35 U.S.C. § 103(a) as allegedly being unpatentable over Lilly in view of Ehrlich et al. (U.S. Patent No. 6,873,968). Applicant traverses these rejections for at least the reasons below.

I. Claim Rejections Under 35 U.S.C. § 102(e)

Claim 1 has been amended to recite a method for providing messages, comprising, *inter alia*, the following:

“determining whether the sum of the cost of the item and the outstanding balance exceeds the financial account limit; and
presenting a message for display along with the web page based on a determination that the sum of the cost of the item and the outstanding balance does not exceed the financial account limit, wherein the message includes an indication reflecting a new outstanding balance associated with the financial account assuming the user purchases the item from the web site using the financial account.”

In order to support a rejection under 35 U.S.C. § 102(e), each and every element as set forth in the claims must be described, either expressly or inherently, in a single prior art reference. M.P.E.P. § 2131. Lilly, however, fails to teach each and every recitation of claim 1.

Lilly discloses a method and system for providing extra lines of credit to customers. The lines of credit may be offered to a customer at a point of sale terminal or website, and may be offered in response to a customer's purchase. See, e.g., paragraphs 78-82. An extra credit line may then be used in a transaction by a customer. See, e.g., paragraph 89. A central database may store credit information for each customer account, including customer credit limits. See, e.g., paragraph 49.

Lilly further discloses authorizing transactions, such that "[o]nce analysis of the customer's account is complete, and card issuer 422 determines that the purchase amount does not exceed the available balance for the customer's extra credit line, the transaction is authorized." Paragraph 89. As such, Lilly does not disclose "presenting a message for display . . . based on a determination that the sum of the cost of the item and the outstanding balance does not exceed the financial account limit," wherein, *inter alia*, "the message includes an indication reflecting a new outstanding balance associated with the financial account assuming the user purchases the item from the web site using the financial account," as recited in claim 1. Accordingly, the rejection of claim 1 under 35 U.S.C. § 102(e) should be withdrawn.

Claims 37 and 75, though of different scope from claim 1, also recite "presenting a message for display . . . based on a determination that the sum of the cost of the item and the outstanding balance does not exceed the financial account limit," wherein "the

message includes an indication reflecting a new outstanding balance associated with the financial account assuming the user purchases the item from the web site using the financial account.” Therefore, the cited art fails to teach or suggest the recitations of claims 37 and 57 for at least the same reasons discussed above in connection with claim 1. Accordingly, the rejection of claims 37 and 75 should be withdrawn as well.

Claims 2-14, 17, 38-53, 76-88, and 91 depend from one of claims 1, 37, and 75, and are thus distinguishable over Lilly for at least the same reasons discussed above in connection with claims 1, 37, and 75. In addition, the dependent claims include additional recitations that are not disclosed by Lilly.

For example, Lilly fails to disclose “ranking the financial account based on a current status of the account,” and “presenting a message reflecting that the financial account limit will be exceeded, based on a determination that the sum of the cost of the item and the outstanding balance exceeds the financial account limit and based on the rank of the financial account,” as recited in claims 5, 41, and 79. Lilly further fails to disclose that the message “further includes an indication reflecting a number of payments at a determined amount that, if the item is purchased with the financial account, the user would have to make to a financial account issuer,” as recited in claims 12, 50, and 86, and additionally fails to disclose that the message “further includes an indication reflecting a payment amount that the user would periodically have to make to a financial account issuer to pay off the purchase price of the item,” as recited in claims 14, 52, and 88. For at least these additional reasons, the rejection of claims 5, 12, 14, 41, 50, 52, 79, 86, and 88 under 35 U.S.C. § 102(e) should be withdrawn.

II. Claim Rejections Under 35 U.S.C. § 103(a)

The Examiner rejects claims 15, 16, 53, 54, 89, and 90 under 35 U.S.C. § 103(a) as allegedly being unpatentable over Lilly, in view of Ehrlich. However, Lilly is a patent application that is assigned to Capital One Financial Corporation at Reel 011721, Frame 0006, with a recordation date of April 12, 2001. The present application is also assigned to the same assignee at Reel 018666, Frame 0347, with a recordation date of December 6, 2006.

Under 35 U.S.C. § 103(c), "subject matter developed by another person, which qualifies as prior art only under one or more of subsections (e), (f), and (g) of section 102 of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the claimed invention was made, owned by the same person or subject to an obligation of assignment to the same person." Thus, the Lilly reference does not qualify as prior art for the purposes of 35 U.S.C. § 103(a). As such, the rejection of claims 15, 16, 53, 54, 89, and 90 under 35 U.S.C. § 103(a) should be withdrawn.

CONCLUSION

In view of the foregoing remarks, Applicant requests reconsideration of this application, and timely allowance of pending claims 1-17, 37-55, and 75-91.

The final Office Action contains characterizations of the claims and the related art with which Applicant does not necessarily agree. Unless expressly noted otherwise, Applicant declines to subscribe to any statement or characterization in the final Office Action.

If a telephone interview will expedite issuance of this Application, the Examiner is requested to call Applicant's representative whose name and registration number appear below, at 202-408-4138, to discuss any remaining issues.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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